

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20544**

In the Matter of

Petition for Declaratory Ruling in
Response to Primary Jurisdiction
Referral, *Autauga County Emergency
Management Communication District
et al. v. BellSouth
Telecommunications, LLC*, No. 2:15-
cv-00765-SGC (N.D. Ala.)

WC Docket No. 19-44

**COMMENTS OF THE 911 DISTRICTS FOR AUTAUGA COUNTY, CALHOUN
COUNTY, MOBILE COUNTY, AND THE CITY OF BIRMINGHAM IN ALABAMA TO
BELL SOUTH TELECOMMUNICATION, LLC'S
PETITION FOR DECLARATORY RULING**

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SUMMARY

BellSouth's Petition for Declaratory Ruling seeks to fundamentally alter the relevant laws, regulations, and interpretations relating to interconnected-VoIP that were in effect during the time frame at issue (January 2010 through October 2013). Most importantly, BellSouth seeks to add a new, fifth criterion to the established four-part test for interconnected VoIP ("IVoIP")—a criterion based on what a customer's order may or may not say rather than on what the customer actually receives. The Commission should not grant BellSouth's requested relief and should not superimpose a new criterion on the statutes, regulations, and interpretations that existed during the relevant time period. This relief would be inappropriate, as it would create a new retroactive rule applying to voice service that was provided approximately from 2010 through September 2013.

The established four-part test for IVoIP from 47 C.F.R. § 9.3 provides sufficient guidance for the Commission and the issues presented by the Districts' and BellSouth's competing petitions. The four-part test provides that IVoIP is service that:

- (1) Enables real-time, two-way voice communications;
- (2) Requires a broadband connection from the user's location;
- (3) Requires Internet protocol-compatible customer premises equipment (CPE);
- and
- (4) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.¹

This definition encompasses some of the service described in the competing petitions—particularly service that is transmitted over the last mile in IP and requires IP-compatible customer premises equipment ("CPE"), even if BellSouth or another provider converts the IP to TDM within a customer's premises (as depicted in Scenario 4b).

¹ 47 C.F.R. § 9.3.

If a provider delivers voice service that meets Rule 9.3’s four-part definition, then it constitutes IVoIP, regardless of whether the customer’s order specifically requests VoIP service. Just because a provider *could have* delivered traditional TDM service to the customer does not mean that the “requires IP-CPE” component of the Rule 9.3 definition is not met. If the provider chooses to deliver service in a way that requires IP-CPE and a broadband connection to function, then that service is IVoIP.

BellSouth contends that neither it nor its affiliates (which would include AT&T entities) provided service in Alabama during the relevant timeframe like that depicted in Scenario 4b (which the parties agree constitutes IVoIP). The Districts question whether this assertion is accurate.² However, the proper venue for determining what type of service BellSouth and its affiliates actually provided is the district court, where the Districts can conduct discovery.

Consistent with the four-part definition of IVoIP, the Districts recognize that service that does not utilize Internet protocol at all in transmitting voice service is not IVoIP. However, the service depicted in Scenario 3b—which does not utilize IP—is also not a traditional, circuit-switched service. Instead, Scenario 3b is packet-switched service that provides traditional time division multiplexing (“TDM”) service after it reaches the customer’s premises. For the specific

² The Districts understand that BellSouth and its AT&T affiliates delivered services to business customers over BellSouth’s facilities and that BellSouth sent a single, regular invoice to a customer for its services and the AT&T services—providing virtually no distinction as to which entity was the provider of a particular aspect of the service. Although BellSouth states that neither it nor its AT&T affiliates offered any IVoIP service to business customers in Alabama during the relevant timeframe, the Districts see evidence to the contrary. For instance, attached as Exhibits 1 and 2 are promotional materials for an integrated IP voice and data product marketed by AT&T as “IP Flexible Reach Service.” It would appear that this type of service, which the Districts believe was offered to customers in Alabama during the time at issue, would constitute IVoIP. Regardless, the proper forum for settling these factual inquiries is in the district court through the formal discovery process.

purpose of assessing 911 fees under the relevant Alabama statute, the Districts contend that this type of service is “similar service” to VoIP.

For the purposes of this proceeding, the parties are focusing on whether the services depicted in the joint diagrams qualify as VoIP, which will ultimately provide guidance on the assessment of 911 fees.³ The proper billing of 911 fees by telephone service providers like BellSouth is essential to the provision of 911 services. The Districts in this lawsuit derived almost all of their funding from 911 fees during the relevant time period, and the lawsuit underlying the petitions before the Commission is aimed at ensuring the Districts receive the 911 fees that should have been billed, collected, and remitted to them. BellSouth’s attempts to divert attention away from the critical aim of securing 911 funding should not factor into the Commission’s evaluation of the petitions before it. Specifically, the Commission should disregard BellSouth’s arguments about Roger Schneider’s involvement and focus instead on the merits of the issues before it.

Further, the Commission should not attempt to determine whether Alabama’s Emergency Telephone Service Act, Ala. Code § 11-98-1, *et seq.*, (repealed effective Oct. 1, 2013) (“ETSA”)⁴ is preempted by 47 U.S.C. § 615a-1. Federal preemption is better addressed by the district court that the underlying case is before. However, if the Commission does address preemption, it should find that the traditional police powers of ensuring public safety and imposing taxes and fees are not preempted by unmistakably clear language in 47 U.S.C. § 615a-1.

³ Whether the service depicted in Scenario 3b qualifies as a “similar service” under Alabama law is not before the Commission but is matter for the Alabama district court to decide.

⁴ Ala. Code § 11-98-5.1(c) (repealed effective Oct. 1, 2013) (stating: “The emergency communication district fee authorized and levied in each district pursuant to Section 11-98-5 shall apply to all wired telephone service utilized within the district, including such service provided through Voice-Over-Internet Protocol (VoIP) or *other similar technology*. It shall be the duty of each provider of *VoIP or similar service* to collect the fee for each 10-digit access number assigned to the user and to remit such fee as provided for in Section 11-98-5.”) (emphasis added).

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The 911 districts for Autauga County, Calhoun County, Mobile County, and the City of Birmingham in Alabama (the “Districts”) submit these comments on BellSouth’s petition for declaratory ruling filed in response to the District Court’s primary jurisdiction referral in *Autauga County Emergency Management Communication District et al. v. BellSouth Telecommunications, LLC*, No. 2:15-cv-00765-SGC (N.D. Ala.).⁵

The federal District Court’s primary jurisdiction referral arose out of questions raised in a lawsuit brought by the Districts against BellSouth for allegedly under-billing 911 charges to its

⁵ As directed by the Commission, the Districts have filed their own petition for declaratory ruling in this proceeding. Throughout this pleading the Districts rely upon and incorporate the joint statements of facts and issues agreed upon by both the Districts and BellSouth in their respective petitions.

business customers under the ETSA.⁶ The questions relate to the meaning and application of the federal definition of interconnected Voice over Internet Protocol (“IVoIP”) telephone services for the period in question.

Accordingly, as discussed below and in the Districts’ own petition, the scope and purpose of this inquiry should be viewed narrowly as providing guidance to the federal district court in Alabama as to the applicable law, regulations, and interpretations existing during the relevant time period under review—January 2010 to October 2013. Contrary to BellSouth’s suggestion in its petition, this is not a rulemaking or an occasion for adding new criteria to the definition of IVoIP that did not exist at the time in question. Any such effort to revise or modify the rules would go well beyond the scope of the District Court’s referral, and the application of any such rule changes or reinterpretations retroactively would be manifestly unfair and against the public interest.

ARGUMENT

I. THE COMMISSION SHOULD ISSUE A DECLARATORY RULING REAFFIRMING THE ESTABLISHED FOUR-PART TEST FOR IVOIP AND SHOULD REJECT BELL SOUTH’S NEW CUSTOMER-ORDER TEST.

BellSouth pretends that it is merely seeking confirmation of its understanding of the definition of interconnected-VoIP (IVoIP) as it existed during the relevant period. In fact, as discussed below, BellSouth is asking the Commission to change that definition in significant ways and to apply the new definition retroactively. BellSouth’s first requested declaration is that IVoIP requires voice to be transmitted in IP over the last mile. If by asking for a declaratory ruling on

⁶ Alabama Code § 11-98-1, *et seq.* In 2012, the Alabama legislature enacted a law that significantly amended the ETSA, effective October 1, 2013. *See* Ala. Laws Act 2012-293. The Districts’ lawsuit and the issues presented by the primary jurisdiction referral and the petitions by both BellSouth and the Districts relate to 911 charges imposed before October 1, 2013, under the pre-amendment version of the statute. Unless otherwise noted, all citations to the ETSA are to the version of the statute in effect through September 30, 2013, which was codified at Alabama Code §§ 11-98-1 to 11-98-15.

this point BellSouth means to suggest that the Districts disagree with it, then BellSouth is simply wrong. In the parties' joint background statement, the Districts have agreed that any service that does include internet protocol in the last mile is not an IVoIP service. In some cases, a service that would not qualify as IVoIP under federal law would still qualify as a "similar service" during the relevant period under Alabama's ETSA. That is an issue for another day.

Of greater significance here is BellSouth's effort to add a fifth criterion to the definition of IVoIP that existed during the relevant period—indeed, in the definition that exists today. The Commission should resist BellSouth's attempt to use this limited referral proceeding for guidance as an occasion to overhaul the existing IVoIP rules.

A. Packet Switched Services, While Not Specifically VoIP, Share Attributes With and Are "Similar" to VoIP Services.

The Districts agree with BellSouth that IVoIP transmits voice using internet protocol. The Rule 9.3 four-part IVoIP test "[r]equires Internet protocol-compatible customer premises equipment,"⁷ and in the *E-911 IP-Enabled Order*, the Commission noted that IP-compatible CPE "refers to end-user equipment that processes, receives, or transmits IP packets."⁸ As a result, the Districts have agreed that configurations that do not include transmission of voice over IP over the last mile (as depicted in the parties joint diagrams in Scenarios 3a and 3b) do not qualify as IVoIP.

⁷ 47 C.F.R. § 9.3.

⁸ First Report and Order and Notice of Proposed Rulemaking, *In the Matter of E911 Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, ¶ 24 n.77 (2005) ("*E 911 IP Enabled Order*") (stating that "[t]he term 'IP-compatible CPE' refers to end-user equipment that processes, receives, or transmits IP packets.... [f]or example, IP-compatible CPE includes, but is not limited to, (1) terminal adapters, which contain an IP digital signal processing unit that performs digital-to-audio and audio-to-digital conversion and have a standard telephone jack connection for connecting to a conventional analog telephone; (2) a native IP telephone; or (3) a personal computer with a microphone and speakers, and software to perform the conversion (softphone).").

The District's position is not based on the fact that some of customers depicted in these diagrams may ultimately receive service that is converted to TDM.

BellSouth's voice-in-IP argument focuses on Scenarios 3a and 3b in the agreed-upon "Background" and accompanying diagrams of the parties' petitions.⁹ Characterizing Scenario 3b as either IVoIP or TDM presents a challenge because the service depicted is not quite VoIP and not quite traditional.¹⁰ Scenario 3b depicts service that offers internet access and voice service over the same fiber or copper facility. The voice is transmitted over the facility in packetized (Ethernet) form. In other words, the service is packet-switched, not circuit-switched like traditional service. However, rather than transport the voice in an IP packet format, Scenario 3b transports the voice in what the Scenario labels "TDMoEthernet," or a packet-based Ethernet service to the customer's premises. The Districts understand that this packet-based Ethernet voice service is converted to TDM on the customer's premises. As a result, Scenario 3b does not depict a pure IP-packetized voice service or a pure traditional circuit switched voice service. Instead, this Scenario utilizes Ethernet packets to provide a service that emulates traditional TDM service.

Neither the Districts nor BellSouth contend that Scenario 3b is IVoIP. However, in the particular dispute between the Districts and BellSouth, the Districts contend that Scenario 3b qualifies as "similar service" under Alabama's Emergency Telephone Service Act, Ala. Code § 11-98-1, *et seq.*, (repealed effective Oct. 1, 2013) ("ETSA") and its classification of service as "VoIP

⁹ See Appendices of BellSouth's Petition and the Petition of the Alabama 911 Districts.

¹⁰ The Districts note that Scenario 3a provides service that is TDM as it crosses the demarcation point and has no IP-compatible equipment on the customer side of the demarcation point. The District questions whether the location of the demarcation point is accurate, but based on the hypothetical demarcation point in Scenario 3a, the Districts do not view Scenario 3a as the same as Scenario 3b.

or similar service.”¹¹ Scenario 3b provides voice service that is *similar* to VoIP because it is packet-switched, not circuit switched like traditional TDM service. The only appreciable difference between Scenario 3b and IVoIP is that IVoIP uses Internet protocol, not Ethernet. Whether the Districts’ classification of Scenario 3b as “VoIP or similar service” for the limited purpose of assessing 911 fees for the timeframe of 2010–2013 is not a question for the Commission, as it does not require the interpretation or application of existing federal rules, regulations, or orders, but is a matter for the Alabama federal district court to decide.

B. BellSouth’s Petition Effectively Asks the Commission to Adopt a New “Customer-Order” Test.

1. The Customer’s “Order” Should Not Be The Deciding Factor in Whether a Service is IVoIP.

Voice service that travels over the last mile in IP and is then converted by IP compatible CPE into TDM on the customer’s premises generally meets the four-part IVoIP definition of 47 C.F.R. § 9.3. Service configurations with these characteristics are depicted in Scenarios 4a and 4b of the Appendices to the Petitions. BellSouth believes that 4a is TDM service and that 4b represents VoIP service. BellSouth ignores the network demarcation point and, instead, distinguishes between these two scenarios based on a fictitious “customer order” that is not reflected in the diagrams.¹²

¹¹ Ala. Code § 11-98-5.1(c) (repealed effective Oct. 1, 2013) (“The emergency communication district fee authorized and levied in each district pursuant to Section 11-98-5 shall apply to all wired telephone service utilized within the district, including such service provided through Voice-Over-Internet Protocol (VoIP) or *other similar technology*. It shall be the duty of each provider of *VoIP or similar service* to collect the fee for each 10-digit access number assigned to the user and to remit such fee as provided for in Section 11-98-5.”) (emphasis added).

¹² BellSouth Petition at 16 (addressing Scenario 4a by arguing that “the voice service the customer ordered remains non-VoIP service because that is what the customer ordered” and Scenario 4b by asserting that “the VoIP service the customer ordered would not become a TDM service if the demarcation point were to the right....”).

Bellsouth, in fact, argues that the demarcation rules should always be disregarded in determining whether a voice service constitutes IVoIP.¹³ BellSouth makes this argument even though the definition of CPE in the Communications Act—i.e., “equipment employed on the premises of a person (other than a carrier) to originate, route, or terminate telecommunications”—necessarily requires consideration of where the customer/carrier demarcation is located.¹⁴ But, if the point of demarcation has no bearing on the IVoIP analysis, as BellSouth contends, then the IP Equipment depicted in Scenario 4a would qualify as IP-CPE, just like the equipment in Scenario 4b, as it is located on the “premises of a person (other than a carrier).” The voice shown in both scenarios is delivered through a broadband connection to the customer’s premises where it is received by the “IP Equipment” (on the customer’s premises) and converted to TDM before being transmitted to a PBX. Assuming BellSouth correctly argues that the point of demarcation is irrelevant, Scenarios 4a and 4b portray IVoIP because all four requirements of Rule 9.3 are clearly satisfied.

In order to avoid this obvious conclusion, BellSouth attempts to create a new IVoIP test based on what a customer ordered.¹⁵ This “customer-order test” finds no support in established regulations or orders. Rather, BellSouth’s customer-order test *adds* a fifth criterion to the established four-part definition of Rule 9.3. Not only is BellSouth’s new customer-order test

¹³ *Id.* 17–19.

¹⁴ 47 U.S.C. § 153.

¹⁵ With respect to Scenario 4a, BellSouth argues, “the voice service the customer ordered remains non-VoIP service because that is what the customer ordered.” *BellSouth Petition* at 16. BellSouth also argues that “[a] provider’s choice to fulfill *a customer’s order for a TDM voice service* such as PRI by using IP to transmit the voice service over the last-mile facility does not cause that PRI service to require either the IP-compatible CPE or broadband connection that is used only as a result of that provider’s unilateral decision.” (emphasis added). *Id.* at 20.

completely divorced from existing regulations and orders, but it is also unworkable for several reasons.

First, BellSouth relies on “AT&T’s experience” and what customers “almost always” purchase, which is hardly a uniform, objective standard.¹⁶ Second, a customer order may not specify whether a customer orders IVoIP, TDM, POTS or some other type of service. Instead a customer may order a branded product that is described using provider-specific names and descriptions of various capabilities or features. Third, BellSouth’s customer-order test is not based on a physical or technological characteristic of a service, but on an agreement between a provider and a customer, which gives a provider complete control over how to describe, and therefore categorize, its service.

BellSouth’s “customer-order” test would fundamentally change the Rule 9.3 definition of IVoIP. Indeed, voice service delivered over IP to IP equipment on the customer’s premises that qualifies as IVoIP under the existing rule (regardless of the demarcation point) could suddenly be considered TDM service if the customer’s order does not specify that the voice be transmitted in IP. The Commission should reject this seismic shift in policy. To the extent the customer’s order warrants any consideration in the IVoIP analysis, the proper forum is the Commission’s forward-looking rulemaking proceeding.¹⁷

¹⁶ See BellSouth Petition at n.22.

¹⁷*In the Matter of Amending the Definition of Interconnected VoIP Service in Section 9.3 of the Commission’s Rules*, 26 FCC Rcd. 10074 (2011).

2. The Commission Should Enforce Existing Statutes and Rules and Resist BellSouth's Efforts to Create New Standards.

In 47 U.S.C. § 153, Congress has statutorily adopted two definitions that should guide, if not decide, the outcome of the parties' competing petitions. First, in § 153(25), Congress adopted the Commission's Rule 9.3 definition of IVoIP.¹⁸ Second, it defined CPE as "equipment employed on the premises of a person (other than a carrier) to originate, route, or terminate telecommunications" in §153(16). These two definitions, when read together, provide a straightforward analysis for determining whether a telephone service constitutes IVoIP.

The primary point of contention between BellSouth and 911 Districts is whether the service requires IP-CPE. Based on existing definitions under the Communications Act and the Commission's regulations, equipment qualifies as CPE if: (1) it is on the premises of a person (other than a carrier) and (2) it is employed to originate, route, or terminate telecommunications.¹⁹ The location of the equipment is a determining factor. As the Districts urged in their Petition, "when equipment is located in a building occupied by a business (other than the carrier), it is, by definition, CPE"²⁰ This approach comports with existing definitions and makes good sense, and it was certainly the general understanding during the time period at issue in this proceeding.

By contrast, Bellsouth wants to ignore the location of the equipment altogether and dispense with the demarcation rules in order to justify adding a "customer-order" prong to the definition of IVoIP. Instead of following BellSouth down what would be a road to great confusion,

¹⁸ "An interconnected Voice over Internet protocol (VoIP) service is a service that: (1) Enables real-time, two-way voice communications; (2) Requires a broadband connection from the user's location; (3) Requires Internet protocol-compatible customer premises equipment (CPE); and (4) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network." 47 C.F.R. § 9.3

¹⁹ 47 U.S.C. § 153(16).

²⁰ Alabama 911 Districts' Petition at 18.

the Commission should reaffirm the clarity of its existing definitions. Simply put—if the carrier delivers voice service in a manner that requires IP equipment on the premises of the customer and a broadband connection (assuming the other two prongs of Rule 9.3 are met), then the service constitutes IVoIP. To reach a different conclusion would undermine the existing statutory definitions.

Bellsouth’s “customer order” test also distorts the meaning of the term “requires” in prongs (2) and (3) of Rule 9.3 (IVoIP is a service that “requires” IP-CPE and “requires” a broadband connection). BellSouth essentially argues that if the customer’s order does not specify that the voice be transmitted in IP, then the service never “requires” IP-CPE. In BellSouth’s view, IP-CPE is not “required” because the customer did not specifically order it—even if the carrier’s chosen method of transmitting the voice must utilize IP equipment on the customer’s premises in order for the service to work.

The Commission has already considered an argument that closely mirrors BellSouth’s position here. In its *Cardinal Order*, the Commission rejected the contention that because a provider sold “two different services (interconnected VoIP and conventional analog telephone) and that one of those services . . . does not require a broadband connection or Internet-Protocol CPE,” then that provider’s services did not require IP-CPE.²¹ The Commission ruled:

[T]he ability of Cardinal's customers to choose a non-VoIP offering is not relevant to the nature and requirements of its VoIP service. Indeed, to find for Cardinal we would have to conclude that Cardinal's customers who chose the VoIP offering were not “required” to have the broadband connection or Internet Protocol-compatible CPE necessary to that service because they could have chosen analog service instead.²²

²¹ Forfeiture Order, *In the Matter of Cardinal Broadband, LLC*, 27 FCC Rcd 7985, ¶ 11 (Enf. Bur. 2012) (*Cardinal Order*).

²² *Cardinal Order* at ¶ 11.

In other words, the proper analysis is focused on the service that a customer actually received—not on the hypothetical service a customer could have received.

Here, BellSouth is arguing that services provisioned over IP to the customer's premises that actually utilize IP CPE do not *require* IP CPE because the carrier is free to convert the voice to TDM within the customer's premises (and on the customer's side of the demarcation point). Just as the provider in the *Cardinal Order* did, BellSouth is shifting focus away from the service that is actually provisioned to the customer's premises. As the Commission said in the *Cardinal Order*, "This argument is counterintuitive."²³ The Commission should reject BellSouth's tortured application of the IP-CPE requirement and focus on whether the service that is *actually provisioned* to a customer *requires* IP-CPE.

In any event, the Districts are concerned here only with configurations of telephone service that require IP-CPE. It is irrelevant that BellSouth might have been able to satisfy particular customer needs with configurations that do not require IP-CPE. What counts is what BellSouth actually did—deliver service through configurations that do, in fact, require IP-CPE. That is all that 47 C.F.R. § 9.3 requires.

The Districts' position on the definition of CPE and its role in determining whether service is IVoIP is supported by existing regulations and Orders. On the other hand, BellSouth's new customer-order test is not supported by existing regulations and orders and is well beyond the limited scope of the referral for guidance at issue in this proceeding. The Commission should reject BellSouth's new customer order test and affirm its existing understanding of IP-CPE.

²³ *Id.*

3. The Commission's *IP-in-the-Middle Order* Does Not Support BellSouth's Attempts to Abandon Existing Regulations and Orders.

The Commission's *IP-in-the-Middle Order* does not support BellSouth's contentions that the demarcation point is irrelevant. That order addressed entirely different issues.²⁴ In the *IP-in-the-Middle Order*, the Commission evaluated whether AT&T's use of IP on its internet backbone made its long distance offering an information service. AT&T sought this finding to avoid paying interstate access charges. In addressing this issue, the Commission made clear that its decision was

limited to the type of service described by AT&T . . . i.e., an interexchange service that (1) uses ordinary customer premises equipment (CPE) with no enhanced functionality; (2) originates and terminates on the public switched telephone network (PSTN); and (3) undergoes no net protocol conversion and provides no enhanced functionality to end users due to the provider's use of IP technology.²⁵

This limitation is important because the service at issue in this proceeding does not contain all of these specific characteristics. In particular, the service in this proceeding uses IP equipment on the customer's premises (as opposed to "ordinary" CPE). In addition, the service in question here may well involve a net protocol conversion. In several of the appended Scenarios, the service transmits the voice over the calling party's last mile in IP, and it is converted to a traditional circuit switched technology as it reaches the PSTN and may be delivered over the called party's last mile as POTS or TDM. Therefore, the call undergoes a net protocol conversion, unlike the service in the *IP-in-the-Middle Order*.

Further, in contrast to the service at issue here, AT&T's service in the *IP-in-the-Middle Order* did not transmit service in IP over the last mile and into the customer's premises. AT&T's

²⁴ *In the Matter of Petition for Declaratory Ruling That AT&T's Phone-to-Phone IP Telephony Services are Exempt From Access Charges*, 19 FCC Rcd 7457 (2004) ("*IP-in-the-Middle Order*").

²⁵ *IP-in-the-Middle Order* at ¶ 1.

IP transmissions were limited to its internet backbone. After traveling over the internet backbone, AT&T would convert the call to TDM and terminate them to the LEC where the call would then travel over the local exchange.²⁶ This distinction is important because AT&T's service in the *IP-in-the-Middle Order* did not have the ability to provide enhanced functionality to the customers—largely because the service was ultimately delivered over the last mile over traditional, circuit switched lines. In the Scenarios at issue here, all of the necessary components for providing enhanced functionality are present: (1) a broadband connection, (2) IP all the way to the customer's premises, and (3) IP-CPE. None of these three components were present in the *IP-in-the-Middle Order*. One example of enhanced functionality that these components can provide is the dynamic allocation of bandwidth between voice and data.

In light of the many differences, this proceeding is not analogous to or a natural extension of the *IP-in-the-Middle Order*. This proceeding focuses on what happens over the last mile and on a customer's premises, not on a provider's internet backbone. The two are vastly different. BellSouth's attempt to extend the reasoning from the *IP-in-the-Middle Order* to this proceeding is haphazard and should be rejected.

C. On a National Basis, Funding from 911 Fees Is Inadequate and Audits are Rare. As a Result, the Commission Should Ignore BellSouth's Attempts to Attack the Districts' Chosen Auditor.

BellSouth's attacks on the Alabama 911 Districts and Roger Schneider ignore the reality of 911 funding in America. Advances in technology and limited resources make funding 911 systems difficult. The 911 Implementation and Coordination Office, which is housed within the National Highway Traffic Safety Administration, says the following about 911 funding:

In the last two decades, the capabilities of consumer technology have advanced significantly. Funding models have not evolved as quickly, though, leaving 911

²⁶ *IP-in-the-Middle Order* at ¶ 11 n.49

systems with challenges in continuing to fund traditional 911 systems, not to mention funding technology upgrades to the digital environment of Next Generation 911 (NG911) systems.

911 services are often funded through landlines fees, which are decreasing significantly as more consumers opt for cellular or Voice over Internet Protocol (VoIP) technology.²⁷

The funding challenge for 911 is highlighted by the Commission's Tenth Annual Report to Congress on State Collection and Distribution of 911 and Enhanced 911 Fees and Charges (the "Commission's 2017 Report").²⁸ The Commission's 2017 Report states that the reporting jurisdictions collected approximately \$2.9 billion in 911 fees; whereas, the total cost to provide 911 was approximately \$4.8 billion.²⁹ In other words, for the year 2017, revenue from 911 fees only covered 60.89% of the total cost of providing 911.³⁰

The Commission's 2017 Report also detailed efforts by states to audit service providers. It noted that thirty-six jurisdictions have the authority to audit service providers.³¹ However, of those thirty-six, only nine (eight states and Puerto Rico) indicated that they had undertaken audits in 2017.³² These statistics indicate that 911 fee audits are rare. While The Commission's 2017 Report did not provide reasons for the general rarity of audits, lack of funding is likely a major reason.

²⁷ *Costs & Funding*, 911.gov, https://www.911.gov/issue_costsandfunding.html (last visited Mar. 20, 2019).

²⁸ Federal Communications Commission, Tenth Annual Report to Congress On State Collection and Distribution of 911 and Enhanced 911 Fees and Charges (2018), *available at* <https://www.fcc.gov/files/10thannual911feereporttocongresspdf>.

²⁹ *Id.* at Table 13 p. 35.

³⁰ *Id.*

³¹ *Id.* at ¶ 43.

³² *Id.*

Funding was a reason the Districts in this case determined that hiring a contingent fee auditor was more advantageous than an auditor who charged some type of hourly or flat fee. Kevin Jenkins, Direct of the Calhoun County 911 District, testified in another 911 fee collection suit that his District “wouldn’t have had the resources” to conduct an audit if not for a contingent fee based audit.³³

Contrary to BellSouth’s attacks on the Districts and their decision to hire a contingent fee auditor, siding with the Districts will promote public safety by disallowing service providers from mischaracterizing service and avoiding their 911 fee obligations. The method of paying an auditor should not be a part of the Commission’s decision.

II. ALABAMA’S ETSA IS NOT PREEMPTED BY 47 U.S.C. § 615A-1

Bellsouth’s interpretation of 47 U.S.C. § 615a-1, specifically the phrase “amount of any such fee or charge,” is contrary to the plain meaning of the text and should be rejected. Section 615a-1 plainly refers to the *rate* of 911 fees, not the basis for applying those fees to different types of service. For the reasons set forth in the Districts’ Petition and incorporated in this Response, the Commission should not consider preemption as part of this proceeding. However, to the extent that it does, the Commission should not take the extraordinary step of preempting traditional state functions—the power to tax and the power to preserve and protect public safety—when § 615a-1 does not express an intent to preempt state law with unmistakably clear language.

CONCLUSION

For the reasons discussed above, the Alabama 911 Districts respectfully request that the Commission reject BellSouth’s Petition and, instead, grant the declaratory relief sought by the Districts in their petition.

³³ Ex. 3, Jenkins Depo at 102:11–18.

Respectfully submitted,

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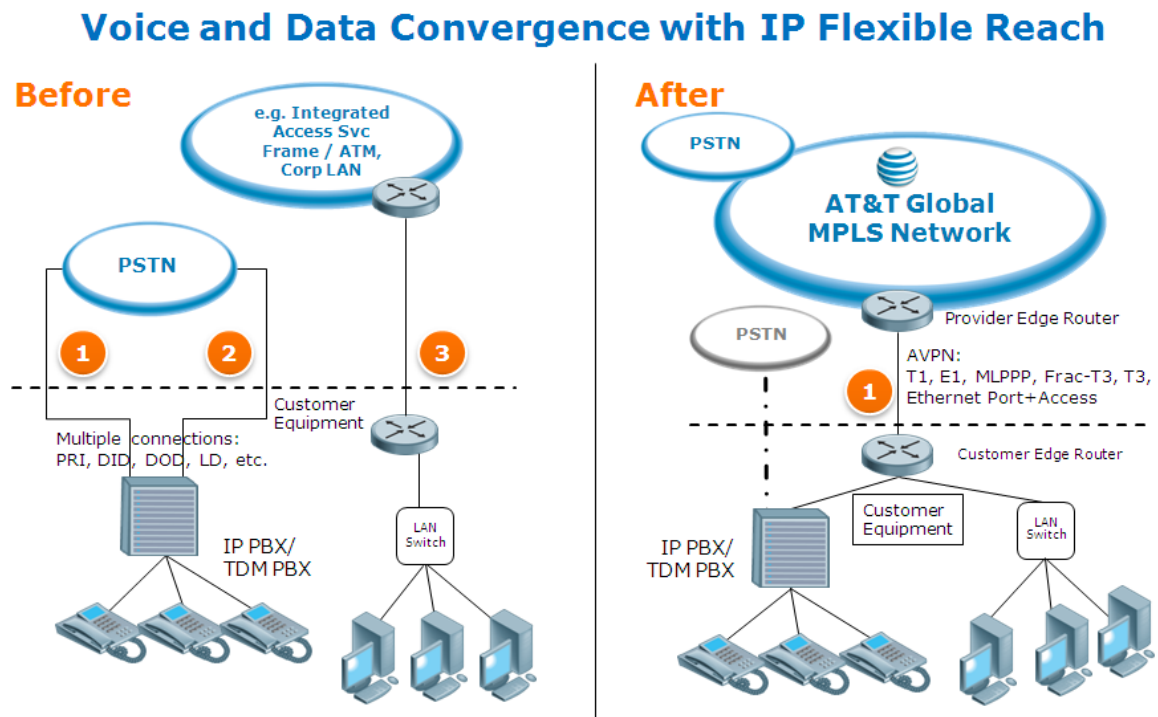
ssokes@baller.com

March 28, 2019

Exhibit 1

AT&T IP Flexible Reach Service

- I. [Service Overview](#)
- II. [Service Components, standard and options](#)



I. Service Overview

AT&T's Business Voice over IP ("AT&T BVoIP") portfolio of services enable the transmission of voice telephone calls in IP format over a BVoIP compatible transport service to and from Sites where both AT&T BVoIP and a BVoIP compatible transport service have been installed.

AT&T IP Flexible Reach is an integrated access, converged solution designed to deliver outbound, inbound, local and long distance calling over AT&T's Internet Protocol (IP) and Virtual Private Network (VPN) services. AT&T IP Flexible Reach can also be referred to as a Session Initiation Protocol (SIP) Trunking solution. It is deployed in situations where customers own their own premises telephony (analog phones, key system, TDM PBX, or IP PBX) equipment. IP Flexible Reach provides "trunk service" over integrated access. (*AT&T Voice DNA is a network-hosted SIP solution, eliminating the need for a PBX or IP PBX on the customer's premises.*) IP Flexible Reach with Managed Internet Service (MIS) or Private Network Transport (PNT) is only available with AT&T Managed router. IP Flexible Reach on AT&T VPN (AVPN) Transport is only available with client managed router.

AT&T's IP Flexible Reach solution provides Local, US Long Distance, International voice and fax calling, delivered via AT&T's advanced VoIP infrastructure. This service offers three calling plans as described in the [Service Components](#) section: LD Only (Plan A), Local and LD (Plan B) and Local and LD (Plan C).

On-Net Calls

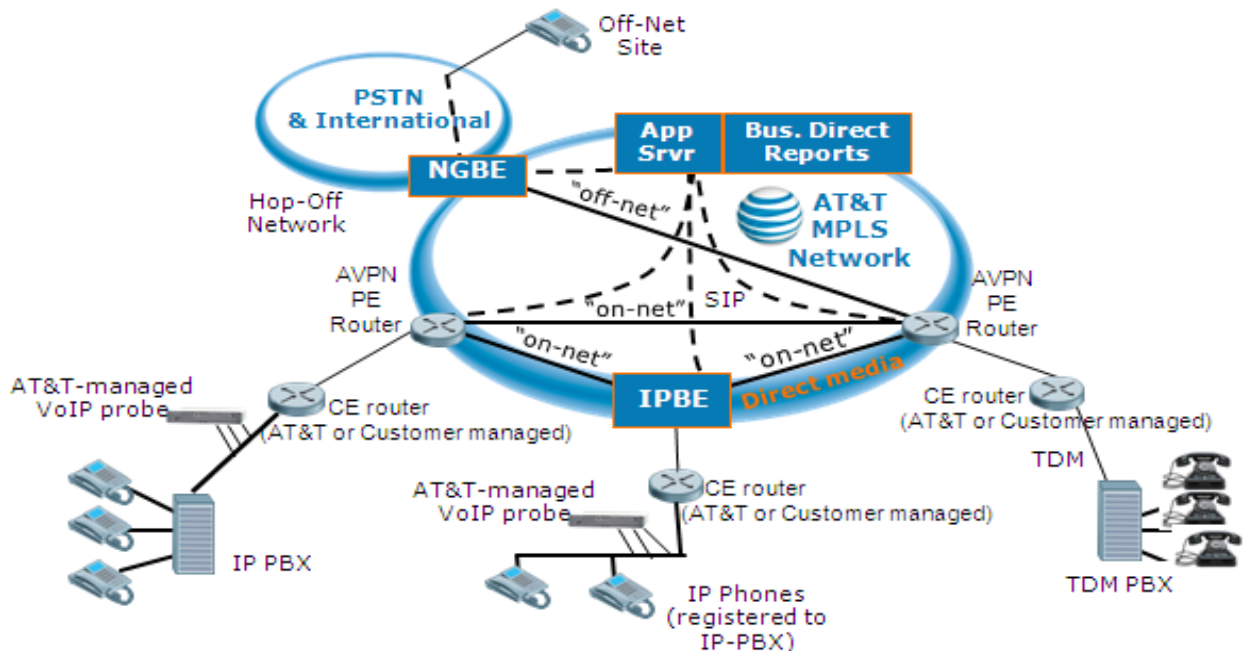
Calling Plans are based on the number of Concurrent Calls selected by Customer for that Site. All Calling Plans include unlimited outbound On-Net Calling. On-Net Calls between Customer IP PBX sites will only complete On-Net if the vendor, model and software version are the same.

AT&T IP Flexible Reach Service

Off-Net Calls

Outbound long distance Off-Net Calls that originate and terminate within the United States are billed at the same per minute rate regardless of where in the United States they originate and terminate. Calling Plan C includes a bundle of such outbound Off-Net Calling minutes, and those bundled minutes are aggregated across all Customer Sites. If the aggregated minutes exceed the contracted number of bundled minutes, Customer will be billed the applicable per minute rate for the excess.

II. Service Components, standard and options



Architecturally, IP Flexible Reach replaces dedicated, physical TDM voice trunks with logical, or virtual, Voice over IP (VoIP) circuits. The logical voice traffic flows can then be implemented on a variety of IP-based network access media or services. This “new” voice traffic can also be integrated with other types of data traffic, such as site-to-site data traffic and Internet traffic, to take advantage of the lower cost capacity in those existing fat pipes. An important result is the consolidation of disparate local/toll, long distance and on-net/on-net voice facilities onto the existing IP-based network access the site already has. This is called integrated access.

AT&T IP Flexible Reach supports voice traffic that is converted to data packets, allowing Customers to use their AT&T MIS, AT&T MIS with MPLS PNT or AT&T VPN connection for data, voice and fax traffic. Customers choose the calling capacity they require in six or more units of Concurrent Calls, which are similar to simultaneous calls and can be engineered using standard voice traffic tools or by using the Customer’s existing voice channel capacity. AT&T IP Flexible Reach terminates on the Customer premises in the AT&T CPE managed router or Customer-managed router, as applicable, and requires the Customer to provide its own telephony functionality on its premises via a TDM or IP PBX.

Underlying Transport Service for AT&T IP Flexible Reach

The compatible Underlying Transport Services for AT&T IP Flexible Reach are AT&T VPN, MIS and MIS/PNT. Voice must be the only type of traffic assigned to Class of Service 1 at the Customer Site.

Compatible CPE and PBX Models

AT&T IP Flexible Reach interoperates with key systems, traditional digital TDM PBXs, as well as IP PBXs. AT&T IP Flexible Reach operates only with certain makes and models of PBXs and key systems. AT&T IP Flexible Reach does not support On-Net calls between different makes, software versions and

AT&T IP Flexible Reach Service

models of IP PBXs, and such calls may fail to complete or be completed as Off-Net Calls. Customer may obtain CPE from AT&T for use with AT&T IP Flexible Reach, or may obtain CPE from third parties.

TDM Based PBXs

AT&T IP Flexible Reach supports two interface options between the Customer's PBX and the router/gateway: (i) Channel Associated Signaling (CAS) and (ii) Primary Rate Interface (PRI). In a TDM PBX environment, the chosen interface used can be sized to support Concurrent Calls as specified in [Supported Concurrent Calls](#).

IP PBXs

An IP PBX originates calls using IP packet technology. Since both the IP PBX and router reside on the Customer's local area network (LAN), there is no need for either of the two TDM interface options (CAS or PRI) mentioned above. The BVoIP option used in an IP PBX environment can be sized to support from 6 to 360 Concurrent Calls in single increments depending on Customer need (and up to 800 Concurrent Calls with custom arrangements). For IP PBX equipment, the amount of bandwidth subscribed to is the key factor in determining how many Concurrent Calls can be supported. The Customer's IP PBXs must be the same vendor/model/version in order for calls between On-Net Customer BVoIP Sites to be completed as On-Net Calls.

Key Systems Interface Support

A key system or key telephone system is a multi-line, analog-interface based telephone system typically used in small business environments. AT&T IP Flexible Reach interoperates with key system premises CPE that provides analog telephone access with VoIP capability and optional switching for redundancy or survivability. Depending on the CPE device, AT&T supports 6-24 Concurrent Calls. Customer is responsible for configuring these CPE devices.

Voice Quality Monitor (VQM) Support

The VQM is AT&T CPE that monitors call quality metrics such as packet loss, latency and jitter, and acts as an AT&T IP Flexible Reach troubleshooting point. The VQM is located on the Customer premises between the router and the PBX. Certain troubleshooting functions are performed remotely through the VQM using packet capture. The VQM may sometimes be referred to as a "LAN Probe."

Supported Concurrent Calls

Customer is responsible for determining the number of Concurrent Calls needed at a Customer BVoIP Site; determination should be based on Customer's monthly busy hour traffic. If Customer does not order enough Concurrent Call capacity, BVoIP calls may be blocked if Customer or Users attempt more than the number of Concurrent Calls selected.

The Concurrent Call Table, below, provides an overview of the type of interface, bandwidth and number of Concurrent Calls supported. Concurrent Calls for TDM PBX shown must be ordered in even increments, but Concurrent Calls may be ordered in single increments for IP PBX.

Concurrent Call Table			
Bandwidth	TDM PBX with Channel Associated Signaling (CAS)	TDM PBX with Primary Rate Interface (PRI)	IP PBX
T1	6 to 48	6 to 46	6 to 50
T3	6 to 240	6 to 230	6 to 1,000
Ethernet	6 to 240*	6 to 230*	6 to 32,000*
MLPPP (NxT1)	6 to 192*	6 to 184*	6 to 350*

AT&T IP Flexible Reach Service

Concurrent Call Table			
Bandwidth	TDM PBX with Channel Associated Signaling (CAS)	TDM PBX with Primary Rate Interface (PRI)	IP PBX
OC3-OC12 (OC48 Custom) (AT&T IP Flexible Reach & AT&T IPTF only)	Not supported	Not supported	6 to 32,000*
Notes: * Maximum number of concurrent calls dependent upon equipment limitations and bandwidth purchased. All maximum numbers of concurrent calls shown are based upon G.729 Compression Encoding.			

BVoIP Calling Plans

The number of potential On-Net and Off-Net Concurrent Calls at a Customer BVoIP Site is limited to the number of Concurrent Calls specifically ordered by Customer for that site.

Calling Plan A (LD only)

- Unlimited outbound On-Net Calling,
- Outbound United States Off-Net Calling for a single per minute rate, and
- Outbound International Off-Net Calling at per minute rates based on the country called.

Calling Plan B (Local and LD)

- Unlimited Outbound On-Net Calling,
- Unlimited Outbound Local Calls,
- Outbound Interstate (Inter- and IntraLATA) and Intrastate Toll (Inter- and IntraLATA) United States Off-Net Calling at a single per minute rate,
- Outbound International Off-Net Calling at per minute rates based on the country called, and
- Directory Assistance, Operator Services, and Directory Listing at per use or per number rates.

Calling Plan C (Local and LD Package)

- Unlimited Outbound On-Net Calling,
- Unlimited Outbound Local Calls,
- 300 minutes of Outbound Interstate (Inter- and IntraLATA) and Intrastate Toll United States Off-Net Calling per month per Concurrent Call ordered,
- Outbound Interstate and Intrastate Toll U.S. Off-Net Calling above 300 minutes per month per Concurrent Call ordered at a single per minute rate,
- Outbound International Off-Net Calling at per minutes rates based on the country called, and
- Directory Assistance, Operator Services and Directory Listing at per use or per number rates.

Dial Plan Setup

When BVoIP is used in conjunction with a customer-owned PBX, AT&T will develop and present to Customer for implementation a PBX dial plan or private dial package based on information provided by Customer. The dial plan/package will indicate AT&T's recommended routing scheme for outbound calls based on the digits dialed. If required by Customer, the dial plan/package will include alternate PSTN routing. The BVoIP one-time charge includes the initial setup of Customer's dial plan.

AT&T IP Flexible Reach Service

Virtual Telephone Number (VTN) Feature

The VTN Feature permits Customer to choose local telephone numbers from any customer-selected Local Calling Area within the AT&T BVoIP local footprint for use at a Customer BVoIP Site physically located in a different Local Calling Area. Customer may use the VTN Feature with Calling Plans B or C to centralize call delivery by routing calls originating from multiple Local Calling Areas to one, centralized Customer BVoIP Site. The VTN Feature is available only for telephone numbers from Local Calling Areas and for Customer BVoIP Sites using Calling Plans B or C located within the AT&T BVoIP local footprint.

For VTNs, the classification of Off-Net Calls as “local” or “toll” is based on the Local Calling Area normally associated with the assigned telephone number, not the geographic area where the VTN is being used.

Branch Office IP PBX Extensions

This configuration is available to Customers subscribing to IP Flexible Reach with Calling Plans B or C, and enables telephone numbers for all the branch office Customer BVoIP Sites to be supported by a single, Customer-designated IP PBX. The Branch Office IP PBX capability enables a Customer to use its existing data network to distribute the calls to its branch office Customer BVoIP Sites. This configuration uses the IP PBX to support SIP-based IP phones in a “plug-and-play” manner and does not require any additional premises-based hardware. Customer can assign the normal local calling capability to each branch office location. Address data is maintained for the branch office, which means appropriate directory listing, taxing, regulatory fees, and TN assignments can be associated with the branch office location. Branch office locations must be within the footprint of AT&T’s service area for AT&T IP Flexible Reach with Calling Plans B or C. The Customer is responsible for providing accurate branch address and telephone information, and Customer’s IP PBX must have the capability to transmit the necessary address information.

Inbound Alternate Routing

Inbound Alternate Routing (“IAR”) is an optional feature that redirects incoming calls, intended for call completion at one Customer AT&T IP Flexible Reach Site (primary location), to another pre-defined alternate Customer AT&T IP Flexible Reach Site (secondary location) when there is a busy condition or Service or equipment failure at the primary location, or a failure of the AT&T Network that does not allow call completion at the primary location. IAR is only available where AT&T IP Flexible Reach Service is provided to the Customer at both the primary and secondary locations; however, each Customer AT&T IP Flexible Reach Site can be both the primary and secondary location to another Customer AT&T IP Flexible Reach Site.

AT&T IP Flexible Reach Service

IP Flex has been generally available (GA) for several years over MIS and PNT transport, but is currently in a controlled introduction (CI) status with using our AVPN transport. Thus, each IPFR opportunity with AVPN transport must currently be reviewed by a custom board of AVPN / IPFR product folks.

When we sold IPFR with MIS and PNT, we were required to provide an ATT Managed Cisco router as part of the transport and IPFR solution. With AVPN, that is not the case, but there are many limitations that you need to be aware of relative to MACD and MRS (Managed Router Service). There are many MACD limitations, as well as the need for managed lan probe and CER router support. We do not want to get into situations where you convert an existing FR circuit to an AVPN T1, and then we want to add IPFR to that AVPN circuit which requires more bandwidth, only to find out that there is no MACD process to upgrade an AVPN from a T1 to a bonded N x T1, as an example.

Some key limitations are listed below, but realize that this is a rapidly changing list since we are moving from CI to GA over the next several months:

- MACD limitations for upgrading AVPN circuits from T1 to NxT1
- MACD limitations to upgrade from N x T1 to T3 and T3 to Ethernet
- Limitations on outside moves (some scenarios supported, others are not)

(The above limitations will require a disconnect / reconnect to accomplish and potential billing issues)

AVPN over Ethernet has different limitations:

- No MACD for inside moves
- No MACD for outside moves
- Increase/Decrease Ethernet access speed is NOT Supported

(The above limitations will require a disconnect / reconnect to accomplish and potential billing issues)

Additionally, with AVPN we require a managed LAN probe and only certify specific CER routers for AVPN connectivity, a list which continues to grow and change.

Bottom line is that when you begin migrating a location to AVPN, we need to think about PSTN requirements at that location as well. If there is PSTN today at a location, then we want to investigate the number of trunks and potential bandwidth that may be required for adding IPFR and the associated number of concurrent calls to that AVPN circuit as a result. The addition of IPFR service to an AVPN circuit will always increase the amount of bandwidth, and due some of the MACD limitations mentioned above, we need to consider a larger pipe at initial install, to prevent a disconnect reconnect scenario.

Exhibit 2

AT&T IP Flexible Reach



American Telecom and Technology

Michael Harber

Master Solution Provider

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Yukon, Oklahoma 73099



Office 405.498.3272
Mobile 405.642.4235

michael_harber@att.net

Key Considerations for Convergence and Voice Over IP

Enterprise Drivers

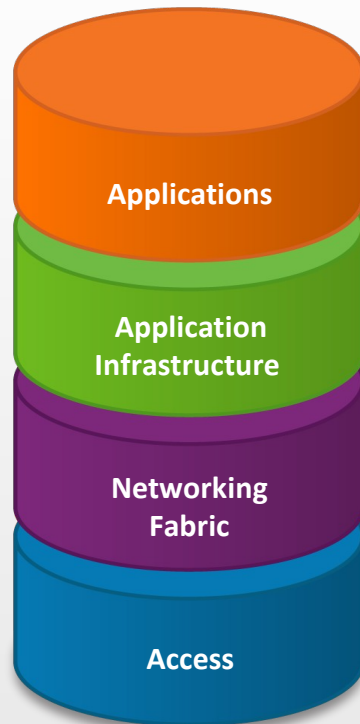
“How can I improve productivity?”

“How can I better integrate business applications?”

“How can I manage my costs more effectively?”

“How can I ensure the security of my business?”

IT Landscape



4 Points of Convergence

Take Advantage of Services Over IP

Optimize Your Application Infrastructure

Enable Your Network with MPLS

Converge Voice and Data on Your Access

Enterprise Benefits

Performance

Enhancing operational efficiencies and productivity

Agility

Increasing time-to-market and workflow responsiveness

Control

Strengthening visibility and real-time adaptability across the enterprise

Security

Protecting against the unexpected

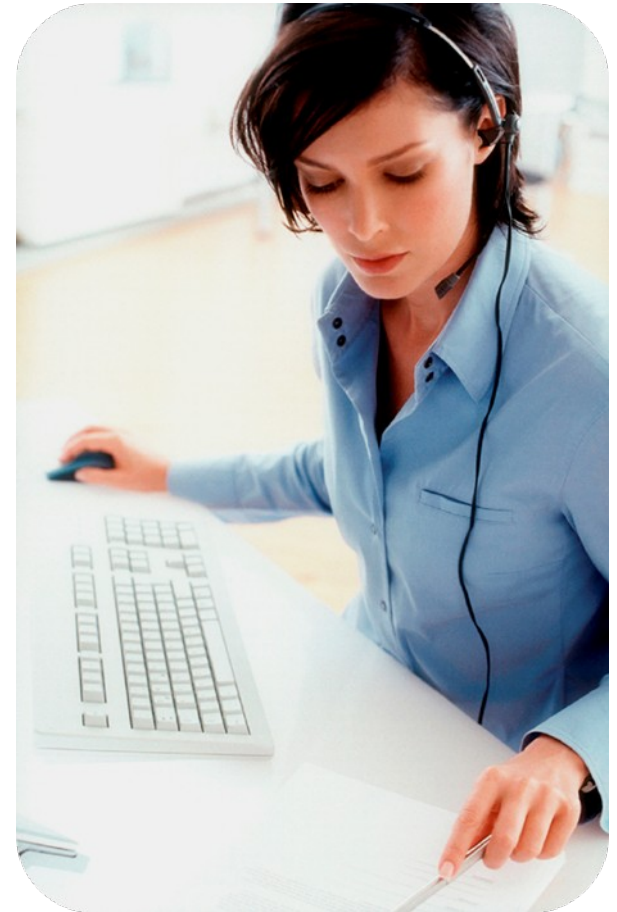


Voice Over IP – Converging Voice and Data

Use the Network of Tomorrow to Empower Your Business Today

Inspire your communications in ways you never thought possible with voice transformation.

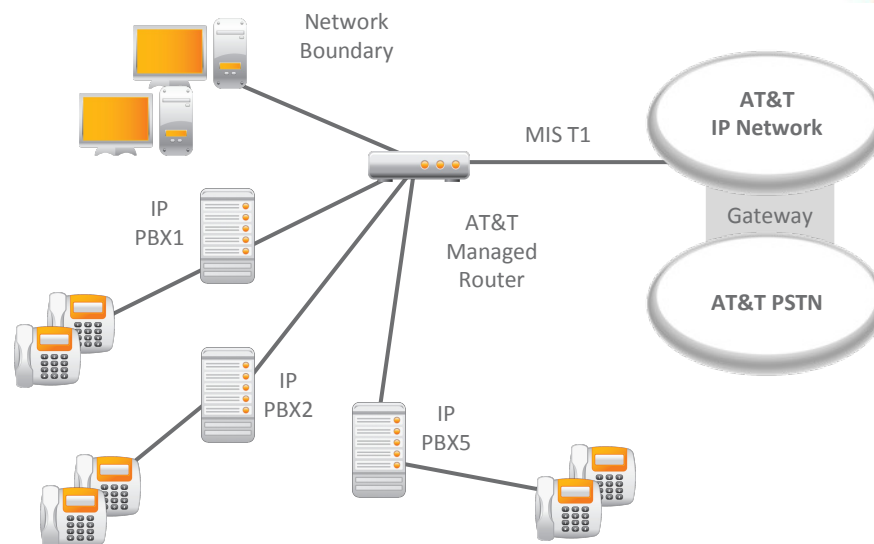
- Voice communications are part of nearly every aspect of work and life
- Ever-changing technology is influencing the way we interact like never before
- Voice transformation maximizes the way you communicate and collaborate, to change the way you do business
- Convergence of your voice and data communications empower your employees to be more productive
 - Virtually anytime, anywhere, all while realizing potential cost savings



AT&T IP Flexible Reach

Multiple IP Addresses (MIP)

- You need more than one VoIP signaling address to support multiple call processing devices
- With the Multiple IP Addresses (MIP) feature, you can select up to 5 IP PBXs in a cluster on a single AT&T IP Flexible Reach connection

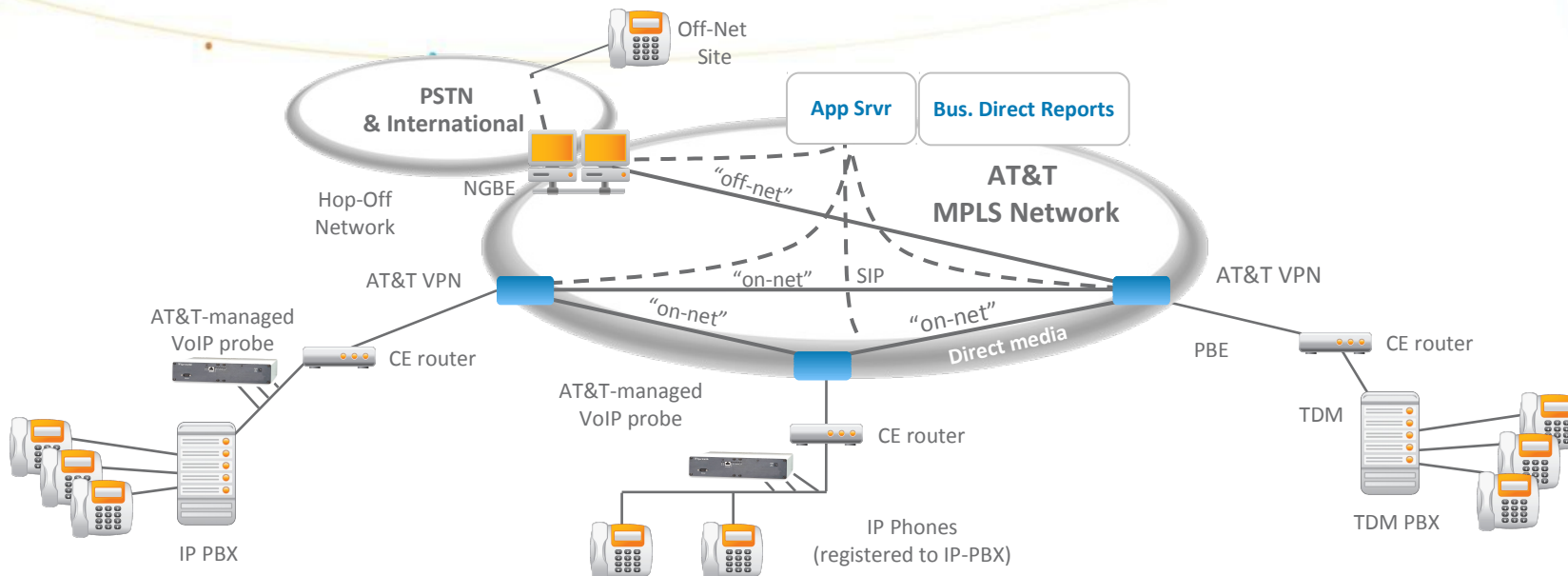


Highlights

- You may select up to five VoIP signaling addresses for IP PBXs in clustered configurations located on a single AT&T IP Flexible Reach site.
- All IP PBXs in a cluster must be the same software version, same protocol and release.
- Available with certified IP PBXs clusters only
- MIP feature is supported with Calling Plans A, B and C



AT&T IP Flexible Reach on AT&T VPN



Highlights

- VoIP calling solution with unlimited local & on-net calling with competitive long distance plans
 - Provides same features as local service plus value added capabilities – for example, E911 Local Number Portability, Virtual Telephone Numbers
 - Available with IP PBX, TDM PBX, Key Systems (analog telephones)
 - Supports client-managed routers with AT&T managed LAN probe and AT&T CSU

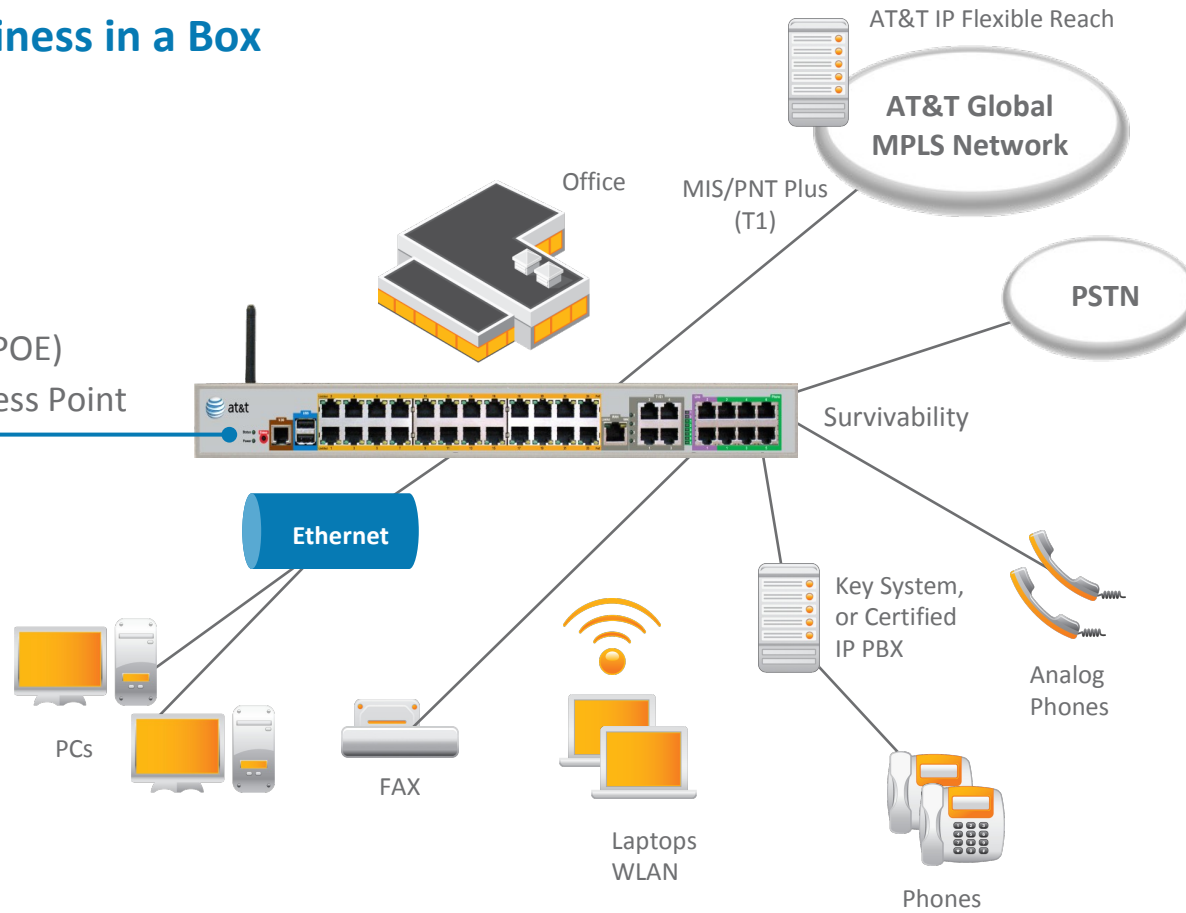


AT&T Business in a Box[®]

With AT&T IP Flexible Reach

AT&T Business in a Box

Firewall
IP VPN
Analog Ports
Ethernet
Router
LAN Switch (POE)
Wireless Access Point



AT&T Business in a Box[®]

With AT&T IP Flexible Reach

Highlights

- Provides **fully integrated voice & data** services
- **Analog interface** for up to 22 ports can be connected to key systems
- **Integrated VoIP** with AT&T IP Flexible Reach with SIP interface for use with certified Avaya IP Office and Nortel BCM-50 releases
- T1 **internet access** to satisfy your high speed requirements
- **Fully managed service:** Automatic Configuration, Self-Provisioning, Data Monitoring & more...
- Integrates CPE into **one “touch point”** which AT&T remotely manages, no need for additional support to manage your communications components



AT&T IP Flexible Reach Features

Voice Quality of Service

- Class of Service with 25 different profiles optimizes voice & data application performance
- Dynamic bandwidth allocation supporting bursting of data during voice idle periods
- Silence suppression for up to 50% reduction of per call packets
- Industry leading call compression capabilities

Multiple Call Types

- IP On-Net to IP On-Net
- IP On-Net to PSTN Off-Net
- Inbound /Outbound Local Calling
- International off-net

Interoperability with traditional and next-generation PBXs

- Traditional PBX/Key system interfaces
 - Support CAS, PRI & analog signaling
- IP PBXs interfaces
 - Cisco, Avaya, & Nortel
- Additional PBX certification testing in 2011 will support more PBX vendors in the future.

AT&T Management

- Centralized Dial Plan administration and maintenance
- Network QoS monitoring & management
- Network Performance Reporter – Web portal for Call Detail Reports
- Service Level Agreement - Site Availability

Virtual Telephone Numbers*

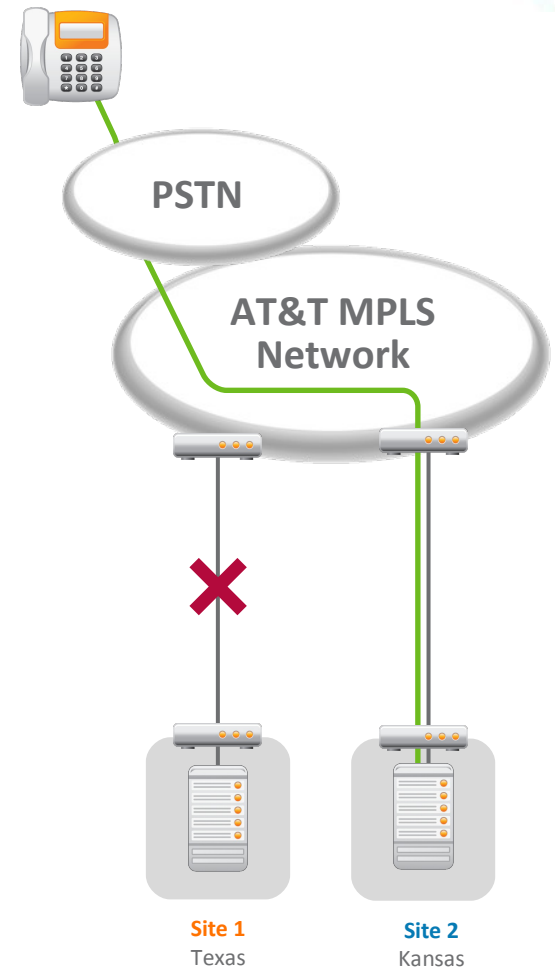
* Limitations do apply to Virtual Telephone Numbers. Please see the BVoIP Service Guide for details on limitations and conditions of use.



Feature

Inbound Alternate Routing (IAR)

- VoIP failover feature enabling customers to increase the resiliency of IP Flexible Reach applications.
- Enables the specification of a secondary IP Flexible Reach site where inbound calls to a primary IP Flexible Reach site should be re-directed in case the primary site cannot complete the call.
 - IAR is available with IP Flexible Reach on AT&T MIS with MPLS PNT and on AT&T VPN
- Protect calls through the IAR triggers that automatically enable the feature:
 - No response from the Primary site: triggering a time-out
 - Error conditions that result in call failure, which include errors in the CPE, AT&T-managed Router, link to the Managed Router, IP Border Element, PSX, or any other network element
 - Concurrent call limit has been reached
 - Network Busy
- Once the Primary site is restored, calls automatically revert back to the Primary site



Virtual Telephone Numbers (VTNs)

Assign a telephone number from anywhere within AT&T's business VoIP local footprint to a phone that is not physically located within your location's local calling area

Highlights

- Centralize inbound calls to a common location
- Extend capabilities of IP-PBXs
- Simplify management of enterprise calling

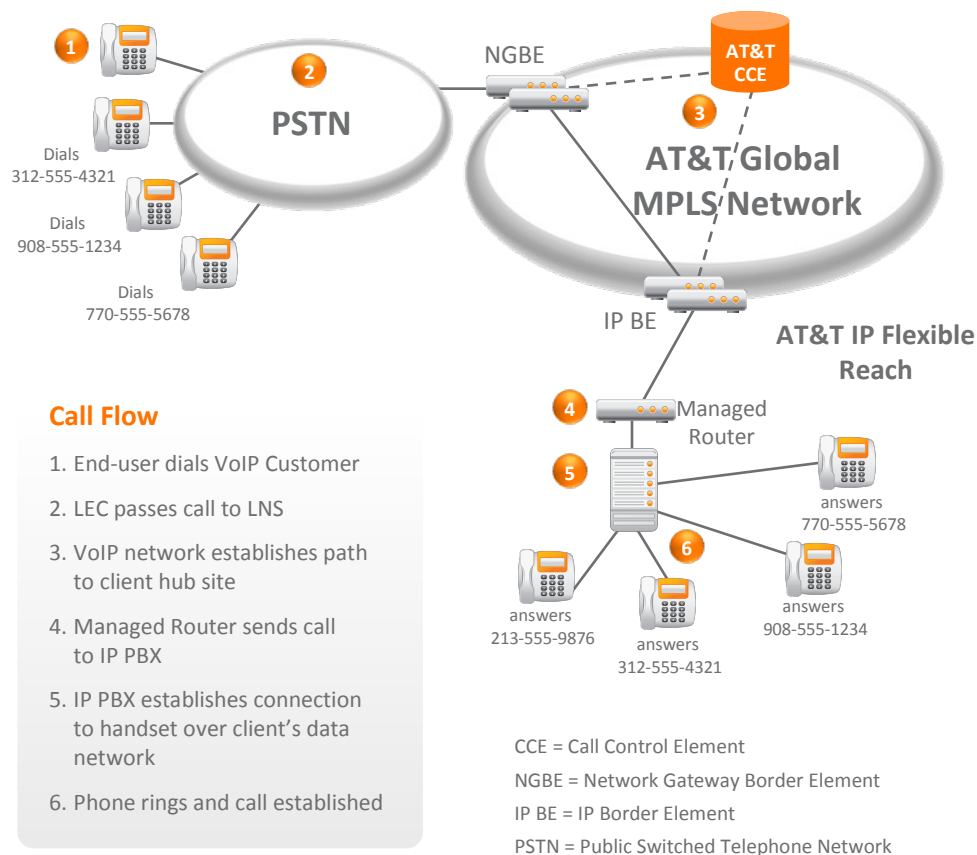
* Limitations do apply to Virtual Telephone Numbers. Please see the BVoIP Service Guide for details on limitations and conditions of use.



Virtual Telephone Numbers (VTNs)

Centralized Call Delivery

- Assign VTNs from any local calling area
- Allows a single site to support telephone numbers from multiple local calling areas
- Routes calls originating from across the country and answer them at a central location



* Limitations do apply to Virtual Telephone Numbers. Please see the BVoIP Service Guide for details on limitations and conditions of use.



AT&T IP Flexible Reach Optional Feature

Technical Assistance - Project Management and Onsite Installation Service

With Technical Assistance, you don't have to worry about installation issues and delays. AT&T takes care of the following details for you at no additional cost*:

- Project Management of Installation
 - Coordinate onsite installation
 - Provide timely status
 - Install AT&T Managed IP Flexible Reach Router
 - Power up and physical check
 - Connect POTS lines for AT&T remote management
 - Install the **Wireless ANIRA Unit** (optional)
- * Inside wire or demarcation extensions are at additional cost. Other Optional Service Charges may apply.



Why AT&T IP Flexible Reach?

Build a new outlook on how your voice service could benefit your bottom line and overall productivity. Empower your business for the future with AT&T Business VoIP solutions.

What's in it for you..

- Consolidate voice and data with a potential lower TCO, optimizing your budget
- Increase your voice functionality
- Can ensure future business resiliency and easy scalability
- Create a flexible working environment – make it available virtually anywhere
- Can improve productivity - make regular voice tasks more efficient
- Have less hardware on site than with traditional systems
- Simplify administration and maintenance
- Prepare for the future, enable communications applications



Thank You



Exhibit 3

1 IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
2 CIVIL DIVISION
3 CASE NUMBER: 2014-904855
4
5 MADISON COUNTY COMMUNICATIONS
6 DISTRICT, et al.,
7 Plaintiffs,
8 vs.
9 ITC DELTACOM, INC., et al.,
10 Defendants.
11
12 VIDEO DEPOSITION
13 OF
14 KEVIN JENKINS
15 September 12th, 2017
16
17
18 REPORTED BY:
19 Kimberly B. Dowdy, CSR, RPR
20 Freedom Court Reporting
21 2031 Shady Crest Drive
22 Hoover, Alabama 35216
23

1 the District has always had the ability to audit
2 any of the service suppliers?

3 A. Yes, sir.

4 Q. No such audit was done of any of the
5 Defendants, to your knowledge, prior to retaining
6 Mr. Buck and whoever his expert was that was
7 performing that audit?

8 A. No, sir.

9 Q. Is that right?

10 A. Correct.

11 Q. Did you ever engage anyone that didn't
12 have a stake in the outcome; that is, a percentage
13 of the recovery, to determine if either the Statute
14 was somehow not complied with or if any of the
15 service providers owed any money?

16 MR. DRIVER: Object to the form.

17 A. No. We wouldn't have had the
18 resources, I don't believe, to do that.

19 Q. I assume you have no evidence that any
20 of my clients marketed their services or products
21 as cheaper than the services offered by other
22 service suppliers because of the way my clients
23 calculated or charged 911 charges, true?